1			
	Attorney or Party Name, Address, Telephone & X Numbers, and California Franklin C. Adams, Bar No. 85351 BEST BEST & KRIEGER LLP 3750 University Avenue, Suite 400 Riverside, CA 92502-1028 (2009) 686-1450 Fax: (909) 686-3083 rneys for Trustee, Robert S. Whitmore  UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA In re: ANTHONY SMITH and VELINA L. SMITH  Debtor(s).	State Bar Number	CASE NO.: RS02-14662MG  Chapter 7
_	NOTICE OF SALE OF	ESTATE PR	OPERTY
	Sale Date: July 31, 2003	Time: 11:00 a.m	<b>.</b>
	Location: U.S. Bankruptcy Court, Courtroom #303, 3420 Twelfth S	Street, Riverside, Ca	A 92501
1 M	Description of Property to be Sold: real property consisting of the by 73 East George Street, Banning, California (the "Property") and legal MAP OF PART OF BANNING COLONY LANDS  s and Conditions of Sale: Property to be sold "as is" without repsidential Resale Real Estate Purchase Contract and Additional Towerbidder will be required to execute a similar purchase agreement as proposed Sale Price: \$95,000.00  Everbid Procedure (If Any): The first acceptable overbid being \$96 pereafter. In order to participate in the bidding you must present a cash	presentations or war Ferms to all Sales/B s well as the Trustee	ACRES M/L IN POR BLK 154 MB 005/186  ranties of any kind, subject to terms and conditions tuyers, copies of which are attached hereto. Any s's Additional Terms to All Sales/Buyers.
	the time of hearing. In the event the successful bidder fails to per		
	fundable and immediately forfeit upon such default. Further, the Trefaulting successful bidder and said forfeiture shall not be construed a		
<u>of</u>	f damages suffered by the estate without prejudice to the Trustee's or treaches by the successful bidder. In the event the successful bidder d	the bankruptcy estat	e's right to pursue further damages for any and all
	property is to be sold free and clear of liens or other interests, ontact Person for Potential Bidders (include name, address, te		<b>~</b>
O:	Franklin C. Adams BEST, BEST & KRI 3750 University Ave Riverside, California Telephone: (909) 686 FAX: (909) 686-308	enue, Suite 400 a 92501 6-1450	
Jai	nuary 2001 Notice of Sale of I	Estate Property	F 6004-2



## RESIDENTIAL PURCHASE AGREEMENT AND JOINT E. OW INSTRUCTIONS

AND JOINT E. .OW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached (C.A.R. Form RPA-CA, Revised 10/02)

Da	ate	7-10-03 at 900000 , California	
-4,			
`	A.	THIS IS AN OFFER FROM  THE REAL PROPERTY TO BE ACQUIRED is described as	
	B.	THE REAL PROPERTY TO BE ACQUIRED is described as 541-045-025	
		1/73 t GEORGE ST. Assessor's Parcel No. Other 101 100 Situated in	
	Ċ.	THE PURCHASE PRICE "County of RIVERS, GE , California, ("Property").	
	U.	THE PURCHASE PHILE Offered is June 4 June 710 US and	
	D.	THE PURCHASE PRICE offered is Dollars \$ 75,000  CLOSE OF ESCROW shall occur on County of Gate)  Assessor's Parcel No. Office of Property").  Assessor's Parcel No. Office of Property").  County of Research of Property o	
2.	FI	IANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2K or 2L is checked below; or	
	(11)	otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down	
	pay	ment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.	
	Ą.	INITIAL DEPOSIT: Buyer has given a deposit in the amount of	)
		to the agent submitting the offer (or to []	
		which shall be held uncashed until Acceptance and then deposited within 3 business days after	
		Acceptance (or 11) with	
		Escrow Holder, (or '_ into Broker's trust account).	
	В.	INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of\$	
	_	within Days After Acceptance, or	
	<u> </u>	FIRST LOAN IN THE AMOUNT OF S	******
		(1) NEW First Deed of Trust in favor of lender, encumbering the Property, securing a note payable at maximum interest of% fixed rate, or% initial adjustable rate with a maximum	
		interest rate of	
		shall pay loan fees/points not to exceed (These terms apply whether the designated loan	
		is conventional, FHA or VA.)	
		(2) FHA UVA: (The following terms only apply to the FHA or VA loan that is checked.)	
		Seller shall pay % discount points. Seller shall pay other fees not allowed to be paid by	
		Buyer, A not to exceed \$ 900 Seller shall pay the cost of lender required Repairs (including those for wood destroying pest) not otherwise provided for in this Agreement, <b>X</b> not to	
		exceed \$ 3500. (Actual loan amount may increase if mortgage insurance premiums,	
)		funding fees or closing costs are financed.)	
	D.	ADDITIONAL FINANCING TERMS: Seller financing, (C.A.R. Form SFA); secondary financing, (C.A.R. Form PAA, paragraph 4A); assumed financing (C.A.R. Form PAA, paragraph 4B)	
_		(C.A.R., Form PAA, paragraph 4A); assumed financing (C.A.R. Form PAA, paragraph 4B)	
		SELLEN TO DAY \$1,000 collars of Buyers Closing Cost	
	E.	BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) in the amount of\$	
		to be deposited with Escrow Holder within sufficient time to clase ascrow	
	F.	DI IDCHASE DDICE (TOTAL).	
	G.	LOAN APPLICATIONS: Within 7 (or) Days After Acceptance, Buyer shall provide Seller a letter from lender or	
		thorigage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or	
	н	preapproved for the NEW loan specified in 2C above.  VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2G) shall, within	
	1 1.	7 (or) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.	
	I.	LOAN CONTINGENCY REMOVAL: (i) Within 17 (or) Days After Acceptance, Buyer shall, as specified in paragraph	
		14, remove the loan contingency or cancel this Agreement; OR (ii) (if checked) _ the loan contingency shall remain in effect	
		until the designated loans are funded.	
	J.	APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, I is NOT) contingent upon the Property	
		appraising at no less than the specified purchase price. Buyer shall, as specified in paragraph 14, remove the appraisal contingency or cancel this Agreement when the loan contingency is removed (or, if checked, 🕱 within 17 (or 🗆) Days	
		After Acceptance).	
	K.	INO LOAN CONTINGENCY (If checked): Obtaining any loan in paragraphs 2C, 2D or elsewhere in this Agreement is NOT	
		a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller	
		may be entitled to Buyer's deposit or other legal remedies.	
	L	ALL CASH OFFER (If checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or) Days After Acceptance,	
3.	CI	provide Seller written verification of sufficient funds to close this transaction.  SING AND OCCUPANCY:	
٥.		Buyer intends (or 🗀 does not intend) to occupy the Property as Buyer's primary residence.	
	В.	Seller-occupied or vacant property: Occupancy shall be delivered to Buyer at 5.00 AMEN, X on the date of Close Of	
		Escrow; and on; or \$\vec{4}\$ no later than	
		transfer of title and occupancy do not occurat the same time. Buyer and Seller are advised to: (i) enter into a veritten occupancy	
)		agreement; and (ii) consult with their insurance and legal advisors.	
		gnt Lives of the United States (Title 17-13 Cude) https://doi.org/10.1006/00.00006/00.0006/00.0006/00.0006/00.00000000	
mea	nsi	country todayshire in complete training the many 1991-2002 Seller's militars (	
		IIA ASSOCIATION OF REALFORS® INC. ALL SYGHTS RESERVED. Reviewed by Date	
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Property Address: 1173 E. GEORGE St.	Date: <u>4-/0-</u> 03
C. Tenant-occupied property: (i) r. perty shall be vacant at le otherwise agreed in writing. Note to Seller: If you are unable to and other applicable Law, you may be in breach of this Agre	east 5 (or
OH (ii) (if checked) Tenant to remain in possession. The attached PAA, paragraph 3.);	d addendum is incorporated into this Agreement (C.A.R. F $$ rm
OR (iii) (if checked) This Agreement is contingent upon Buyer and of the Property within the time specified in paragraph 14. If no written may cancel this Agreement in writing.	I Seller entering into a written agreement regarding occupancy en agreement is reached within this time, either Buyer or Seller
D. At Close Of Escrow. Seller assigns to Buyer any assignable warra available Copies of such warranties. Brokers cannot and will not E. At Close Of Escrow, unless otherwise agreed in writing, Seller sha security systems, alarms and garage door openers. If Property is a Buyer may be required to pay a deposit to the Homeowners' Asso 4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here.	determine the assignability of any warranties.  all provide keys and/or means to operate all locks, mailboxes, a condominium or located in a common interest subdivision, ociation ("HOA") to obtain keys to accessible HOA facilities.
any work recommended or identified by any such report, inspection, tes  A. WOOD DESTROYING PEST INSPECTION:	ere in this Agreement, the determination of who is to pay for st or service shall be by the method specified in paragraph 14.
control company. The neport shall cover the accessible	areas of the main building and attached structures and, if ched decks, the following other structures or areas
include only the separate interest and any exclusive-use a	The Report shall r located in a common interest subdivision, the Report shall reas being transferred and shall not include common areas, oper level units may not be performed without consent of the
OR (2) X (If checked) The attached addendum (C.A.R. Form WPA) cost is incorporated into this Agreement.	regarding wood destroying pest inspection and allocation of
<ul> <li>B. OTHER INSPECTIONS AND REPORTS:</li> <li>(1) Buyer Seller shall pay to have septic or private sewage d</li> <li>(2) Buyer Seller shall pay to have domestic wells tested for w</li> </ul>	vater notability and productivity
<ul> <li>(3) □ Buyer □ eller shall pay for a natural hazard zone disclosur</li> <li>(4) □ Buyer □ Seller shall pay for the following inspection or reports</li> <li>(5) □ Buyer □ Seller shall pay for the following inspection or reports</li> </ul>	e report prepared by <u>Sella Choice</u>
exempt.	compliance in accordance with state and local Law, unless
(2) Buyer Seller shall pay the cost of compliance with any inspections and reports if required as a condition of closing CD. ESCROW AND TITLE:	other minimum mandatory government retrofit standards, escrow under any Law.
(1) X. Buyer & Seller shall pay escrow fee haf of Escrow Holder shall be 2015 have 2010 Buyer & Seller shall pay for owner's title insurance policy s	oach , suapa
Owner's title policy to be issued by/\(\sum_ATichia A\) (Buyer shall pay for any title insurance policy insuring Buyer's	-/ Title
<ul> <li>E. OTHER COSTS:</li> <li>(1) □ Buyer ♥ Seller shall pay County transfer tax or transfer fee</li> <li>(2) □ Buyer ➡Seller shall pay City transfer tax or transfer fee</li> </ul>	if Any
<ul> <li>(3) □ Buyer □ Seller shall pay HOA transfer fee</li></ul>	
(5) Buyer Seller shall pay the cost, not to exceed \$ 2 issued by Buyars Hamp Wananto with the following optional coverage:	/ Mrs Mesaner
(6) Buyer Seller shall pay for	
A. (1) Seller shall, within the time specified in paragraph 14, deliver Disclosures and pamphlet ("Lead Disclosures"); and (ii) disclosure of the California Civil Code ("Statutory Disclosures"). Statutory Transfer Disclosure Statement ("TDS"), Natural Hazard Discretease of illegal controlled substance notice of special tax a notice regarding the Mello-Roos Community Facilities Act and	to Buyer, if required by Law: (i) Federal Lead-Based Paint s or notices required by sections 1102 et. seq. and 1103 et. seq. y Disclosures include, but are not limited to, a Real Estate dosure Statement ("NHD"), notice or actual knowledge of and/or assessments (or, if allowed, substantially equivalent d Improvement Bond Act of 1915) and, if Seller has actual
knowledge, an industrial use and military ordnance location dis  (2) Buver shall, within the time specified in paragraph 14, return Sig  (3) In the event Seller, prior to Close Of Escrow, becomes aware of material inaccuracy in disclosures, information or representation unaware. Seller shall promptly provide a subsequent or americal inaccuracy in the context of th	sclosure (C.A.R. Form SSD).  Igned Copies of the Statutory and Lead Discosures to Seller.  If adverse conditions materially affecting the Property, or any inspreviously provided to Buyer of which Buyer is otherwise inded disclosure or notice, in writing, covering those items.
However, a subsequent or amended disclosure shall not disclosed in reports ordered and paid for by Buyer.	Buyer's initials ( Jan )(. 10th.
Covering 1991 Ord CAUFORNIA 4550CIATION (FIREALICAS) NO.	Seller's Initials (T
RPA-CA REVISED 10/02 (PAGE 2 OF 8)	Lucembu pri Jaio

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`Pr	oper	rty Address://3	- ~_	G 800	95	•••	Date: _	4-12	0-03
	•	(4) If any disclosure or notice offer is Signed, Buyer shall delivery by deposit in the right mail must be sent certified (5) Note to Buyer and Seller	specified i Il have the nail, by giv mail or be	n 5A(1), or s right to cand ring written n etter.)	ubsequent or am cel this Agreemer otice of cancellar	nt within 3 Days After dele ion to Seller or Seller's ag	ivery in pe gent. (Lea	erson for F	Dave A sor
	В.	(5) Note to Buyer and Seller NATURAL AND ENVIRONMI (i) deliver to Buyer earthquak obligation to provide a NHD. d	ENTAL HA .e quides (	AZARDS: Williand guestion	ithin the time spe nnaire) and envi	ecified in paragraph 14, S conmental hazards bookl	Seller sha et: (ii) eve	an if avam	int from the
	C.	Area; Very High Fire Hazard disclose any other zone as re DATA BASE DISCLOSURE: National Control of 200,000 or market by the second of 200,000 or market by	Zone; Sta auired bv	te Fire Resp Law and pro	onsibility Area: I wide any other in	Earthquake Fault Zone; S	Seismic H	lazard Zoi	ne; and (iii)
		locations of persons required locations of persons required lotata base is updated on a coneighborhood. The Departme individuals may be made. This	e and man to agister quarterly b nt of Justi s is a "900"	ly other local pursuant to pasis and a ce also mail ' telephone s	Taw enforcement paragraph (1) of source of inform ntains a Sex Off service Callers of	authorities maintain for p subdivision (a) of Section nation about the present ender Identification Line	oublic acce 1 290.4 of the of the through values	ess a data the Penal se individu	base of the Code. The uals in any
6.	COI A.	checking. Information regardin NDOMINIUM/PLANNED UNIT SELLER HAS: 7 (or	DEVELOF Davs /	MENT DISC After Accepta	LOSURES:	to Buyer whather the Pri		a condom	inium, or is
		If the Property is a condomini	opment of um of is k	cotner commocated in a r	ion interest subd planned unit dev	vision	on intere	st subdivi	sion Seller
		containing the location and nu HOA minutes for regular and s (collectively. "CL Disclosures").	re of any mber of de pecial mee Seller sha	pending or esignated partings; and (\text{\text{u}} \text{  \text{\text{u}} \text{  \text{u}} \text{  \text{\text{u}} \text{  \text{u}} \text{  \text{u}} \text{  \text{u}} \text{  \text{u}} \text{  \text{u} \text{\text{u}} \text{  \text{u}} \text{  \text{u}} \text{  \text{u}} \text{  \text{u} \text{  \text{u}} \text{u} \text{  \text{u}} \text{  \text{u}}   \text{u	anticipated claim  Arking and storacy	or litigation by or again e spaces: (iv) Copies of contact information of al er all CL Disclosures rece	nst the Ho the most I HOAs go ived from	OA: (iii) a recent 12 overning th the HOA	statement months of ne Property
7.	COI	Disclosures in Seller's posses paragraph 14. NDITIONS AFFECTING PROPI	ision. Buyi	er's approva	I of CI Disclosur	es is a contingency of t	nis Agree	ment as s	specified in
•	A.	Unless otherwise agreed: (i) th (b) subject to Buyer's Invermaintained in substantially the included in the sale shall be re	e Properti stigation same co	<b>rights; (ii)</b> I ndition as or	the Property, inc the date of Acc	duding pool spa landso	caning an	d around	s is to he
	B.	SELLER SHALL, within the AFFECTING THE PROPERTY, DISCLOSURES REQUIRED B	time spec	cified in par	ragraph 14. DIS	CLOSE KNOWN MATER within the past five	RIAL FAC years, A	CTS AND	DEFECTS E OTHER
		NOTE TO BUYER: You are st present condition since Selle important. Property improve	rongly ad	be aware o	f all defects affe	cting the Property or otl	her factor	's that you	i consider
	D.	permits issued.  NOTE TO SELLER: Buyer I information discovered in the other action.	nas the ri ose inspe	ght to insp ctions: (i) c	ect the Propert ancel this Agree	y and, as specified in ement; or (ii) request that	paragrap at you m	oh 14, ba ake Repa	sed upon irs or take
3.	ITEN	<b>WS INCLUDED AND EXCLUDE</b>	ED:						,
	В.	NOTE TO BUYER AND SELI included in the purchase price ITEMS INCLUDED IN SALE:	or exclude	d from the s	ale unless specif	ed in 8B or C.	r marketir	ng materia	ıls are <b>not</b>
		<ol> <li>All EXISTING fixtures and f</li> <li>Existing electrical, mechanisolar systems, built-in appliatelevision antennas, satellit garage door openers/remosecurity systems/alarms;</li> </ol>	cal, lightin ances, wind e dishes,	g, plumbing dow and doo private integ	and heating fixture r screens, awning rated telephone	res, ceiling fans, fireplace ps, shutters, window cover systems, air coolers/cond	rings, atta ditioners,	ched floor	coverings. equipment.
		(3) The following items:						ddd mwy o ym ar sgodyd yfyr y mei hann mwymnogyr.	
		<ul><li>(4) Seiler represents that all ite</li><li>(5) All items included shall be</li><li>ITEMS EXCLUDED FROM SA</li></ul>	transferre	d free of lien	is and without Se	ss otherwise specified, ar eller warranty.	e owned	by Seller.	
€.	BUY	ER'S INVESTIGATION OF PR	OPERTY A	AND MATTE	RS AFFECTING	PROPERTY:			
		Buyer's acceptance of the corspecified in this paragraph and expense unless otherwise a Investigations"), including, but (ii) inspect for wood destroyir insurability of Buyer and the FAdvisory (C.A.R. Form BIA). Wor destructive Buyer Investigation	paragraph greed, to not limited ng pests a Property; a /ithout Sell itions: or	n 14. Within to conduct in to the right and organism and (v) satisfier's prior writer.	the time specified spections, investor to: (i) inspect fons: (iii) review the buyer as to a ten consent. Buyer to the consent.	I in paragraph 14, Buyer a tigations, tests, surveys r lead-based paint and ot the registered sex offend the matter specified in the er shall neither make nor	shall have and oth her lead-t er databa a attached cause to	e the right, her studie based pair ase: "iv) o d Buver's beint (de:	at Buyer's es ("Buyer nt hazards: onfirm the Inspection (i) invasive
).	В.	employee, unless required by I Buyer shall complete Buyer Invi- Buyer shall give Seller, at no co Property available for all Buyer	estigations ost, comple	ete Copies of	all Buyer Investi	gation reports obtained b	y Buγer. 🤌	Seiler st	greement. make the or Buver's

Investigations and through the date possession is made available to Buyer.

Seller's Initials ( )

Seller's Initials ( )

Seller's Initials ( )

Property Address:  10. EEPARRS: Ropeas a that be completed prior of that verification of condition unless of termine agreed in winting. Puppers to be befored as Seller's expense may be performed by Seller to through others; provided that the wint complete with applicable L. w. performed to seller's expense may be performed by Seller to through others; provided that the wint complete with applicable L. w. and the condition of the seller's expense may be performed by Seller and to Debto the performed by Seller and the s		`		1177	<b>K</b>			
<ul> <li>10. HERARIS: Repairs shall be completed prior if final varieties of conditions unless otherwise agreed in withing presentations are says be performed by Sellor or browned that the work complete with against productions and approach requirements. Repairs and the performed in a good, skillul manner with them to lower performed the sellor of the performed in a good, skillul manner with them to lower performed the sellor of the performed the good of the sellor of t</li></ul>				1173	EORG E			
DUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY: Buyer shall (a) keep the Property ten doleral of least, (ii) (Fapari a) diarrange arising from Buyer investigations, and (iii) indemnity and note Selen names from all resulting lability (claims, demands, damages and costs. Buyer shall carry, or Buyer shall require groyers acting on Buyer's behalf to carry, or Buyer shall require groyers acting on Buyer's behalf to carry or behalf to carry or behalf to carry or the damages and the shall be an acting and protecting and protections may be afformed Selen from the University of Buyers of incoming the Property and Selent in Buyer's obligations under this paragraph shall write the paragraph shall write the paragraph shall write the paragraph shall write the paragraph shall be provided a current preliminary (bids) report, which is only an offici by resort and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which may affect the another protection and any other rather which was affected to a state of the protection of the another which are also as a state of the another and any other rather which any affect the another and any other protection and any other and any other protection and any other and any other protection	10.	inc ma iter sta	studing government aterials of quality an ms following all Rep ttement indicating the	al permit, inspected appearance colorism may not be performed to the colorism may not be performed to the colorism may not be performed to the colorism may not be colorism.	ed prior of final v performed by Se tion and approva mparable to existi possible. Seller so ned by Seller and	iler or through others, I requirements. Repai ng materials. It is unde hall: (i) obtain receints	provided that the work comins shall be performed in a rstood that exact restoration for Repairs performed by o	nplies with applicable L.w., good, skillful manner with of appearance or cosmetic thers: (ii) prepare a written
stability, estams, demonstrate energy from superinfrestigations, and (iii) indemnity and hold Sellar harmess from all results probled or letting, workers compensation and superinfresting or the problem of the holding, workers compensation and superinfresting and purpose of the problem of the problem of the holding workers compensation and superinfresting or property at Buyer's direction by an office of the problem of the p	/	BU	Duyer phor to linar ( IYER INDEMNITY	Perification of con-	dition. ROTECTION FO	R ENTRY UPON PRI	OPERTY: Bover shall: (i) ke	en the Property free and
A. Within the time seectified in paragraph 14, Buyer shall be provided a current preliminary (tible) report, which is only an offer by the tible insurar to issue a policy of title insurance sand rang vot contains were yeter affecting title. Buyer some of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14.  Tille is taken in its present condition subject to all encurporances assements, conditionary lines of record unless Buyer is assuming indexe obligations and (i) those matters which Selter has agreed other matters, whether of record or not as of the date of Acceptance except. (i) monetary lines of record unless Buyer is assuming indexe obligations and (ii) those matters which Selter has agreed C. Within the time specified in paragraph 14. Selfer has a duty to disclose to Buyer all matters known to Selter affecting the whether of record or not.  D. At Close CH_Escrew—Buyer shall receive a grant-deed conveying-title-(or-for-stock-cooperative or long-tiern-lesss-and-assignment of stock certificate or of Selter's lasse-fold interest; including oil. mineral and water right four report of the Selter's self-defined interest; including oil. mineral and water right currently owned by Selfer. Title shall vest as designated in Buyer's supplemental secrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.  E. Buyer shall receive a CLTAALTA Homeowner's Policy of Title Insurance. A title company, at Suyer's request and information about the availability, overage, and cost of various title insurance coverages and endorsements it Buyer dealers title coverage other than that required by this paragraph. Buyer shall instruct Escrew Holder in writing and pay the profession of the property of the seller of property owned by Buyer.  13. SALE OF BUYER'S PROPOSETY.  A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.  Buyer is incorpoparated into th	12.	liat pol to p Esc NN sur	ar of terts, (II) Hepar licies of liability, wor persons or property crow. Seller is advis IR) for Buyer Inves vive the terminatior	air damage andos, damages andos, damages andosers' compensation occurring during sed that certain pitigations and word of this Agreements	sing from Buyer I d costs. Buyer sl on and other appli any Buyer Invesi rotections may be k done on the Pi	nvestigations; and (iii) nall carry, or Buyer sh cable insurance, defer tigations or work done e afforded Seller by re	) indemnify and hold Seller I hall require anyone acting on hding and protecting Seller for on the Property at Buyer's proording a "Notice of Notice	narmless from all resulting in Buyer's behalf to carry, rom liability for any injuries direction prior to Close Of sponsibility" (C.A.R. Exemption)
C. Within the time specified in paragraph 14, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.  D. At. Close- Of-Escrew, Buyer, shall, receive—a grant-deed, conveying, title-(or, for-stock-cooperative or long-term lease), and assignment of stock certificate or of Seller's leasehold interest), including oil, unlieral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES, CONSULT AN APPROPRIATE PROFESSIONAL.  E. Buyer shall receive a CLTAALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and constitute insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay and the coverage of the coverage of the coverage of the coverage and coverage, and coverage and coverage shall instruct escrow Holder in writing and pay and the coverage of the coverage of the coverage and c		A.	Within the time sp the title insurer to report and any off Title is taken in it other matters, whassuming those o	pecified in paragrifissue a policy of the matters which spresent conditional the period of the perio	itle insurance and inmay affect title a on subject to all or or not, as of the	d may not contain ever are a contingency of t encumbrances, easer date of Acceptance e	y item affecting title. Buyer's his Agreement as specified ments, covenants, condition except: (i) monetary liens of	s review of the preliminary in paragraph 14. s. restrictions, rights and of record unless Buyer is
D. At Close Of Escrew, Buyer shall-receive, a-grant-deed, conveying-tille-for-for-stock cooperative or, long-term, lease—an-assignment of stock certificate or of Seller's Iseashold interest, including oil mineral and war rights if nurrently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSCULTAN APPROPRIATE PROFESSIONAL.  E. Buyer shall receive a CLITA/LTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.  13. SALE OF BUYER'S PROPERTY:  A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.  28{(If checked)} The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.  TIME PERIODS, REMOVAL OF CONTINGENCIES; CANCELLATION -RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RRCR).  A. SELLER HAS: 7 (or) Days After Acceptance, unless otherwise agreed in writing, to:  (1) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint hazards as well as other information specified in paragraph 5 and insubility of Buyer and the Property); and  (ii) return to Seller's Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A.  (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other accordance w		C.	Within the time s	pecified in paragi	raph 14, Seller h	as a duty to disclose	to Buyer all matters know	n to Seller affecting title,
Seller. Intel shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSECUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.  E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request can provide information about the availability, desirability, overage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any property owned by Buyer.  3. SALE OF BUYER'S PROPERTY:  A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.  B (II checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyers incorporated into this Agreement.  IMME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RRCR).  A. SELLER HAS: Tor Days After Acceptance to deliver to Buyer ail reports, disclosures and information for writing seller is responsible under paragraphs 4, 5A and B, 6A, 7B and 12.  (I) DUYER HAS: Tor Days After Acceptance unless otherwise agreed in writing, to:  (I) DUYER HAS: Tor Days After Acceptance unless otherwise agreed in writing, to:  (I) Complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller, and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property); and  (II) return to Seller Signed Copies of Statity and Lead Disclosures delivered by Seller in accordance with paragraph 5A.  (2) Within the time specified in 14B(1) by Buyer may r		D.	At Close Of Esc	row, Buyer shall	receive a grant	_deed_conveying_title	e (or for stock cooperative	or long-term lease, an
<ol> <li>SALE OF BUYER'S PROCERTY:         <ul> <li>A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.</li> <li>CII checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.</li> <li>TIME PERIODS: REMOVAL OF CONTINGENCIES; CANCELLATION. RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RRCR).</li> <li>A. SELLER HAS: 7 (or</li></ul></li></ol>		E.	HAVE SIGNIFICA Buyer shall receivinformation about Buyer desires title	vest as designa NT LEGAL AND ve a CLTA/ALTA the availability, o coverage other	ted in Buyer's su TAX CONSEQUE Homeowner's Po desirability, cover	ipplemental escrow in ENCES. CONSULT A blicy of Title Insurance age, and cost of vari-	nstructions. THE MANNER IN APPROPRIATE PROFES  E. A title company, at Buy  Ous title insurance coverage	OF TAKING TITLE MAY SSIONAL.  er's request, can provide es and endorsements. If
Buyer is incorporated into this Agreement.  TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION -RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RRCR).  A. SELLER HAS; 7 (or) Days After Acceptance to deliver to Buyer ail reports, disclosures and information for which Seller is responsible under paragraphs 4, 5A and 8, 6A, 7B and 12.  B. (1) BUYER HAS; 17 (or) Days After Acceptance, unless otherwise agreed in writing, to:  (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and instrability of Buyer and the Property), and  (ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A.  (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs a chain any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.  (3) By the end of the time specified in 14B(1) or 21 for loan contingency or 21 for appraisal contingency), Buyer shall, in writing, remove the applicable contingency (C.A.R. Form BRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing; (i) government-mandated inspections or reports required as a condition of closing; or (ii) Common interest Disclosures pursuant to paragraph 6B.  C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:  (1) Seller right to Cancel; Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer	13.	SAI	LE OF BUYER'S P	ROPERTY:	:	in the second		
Buyer is incorporated into this Agreement.  TIME PERIODS: REMOVAL OF CONTINGENCIES: CANCELLATION-RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RRCR).  A. SELLER HAS: 7 (or	OR	A. B.	This Agreement is	NOT contingent	upon the sale of	any property owned to	by Buyer.	la of proporty award by
extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form RRCR).  A. SELLER HAS: 7 (or) Days After Acceptance to deliver to Buyer air reports, disclosures and information for which Seller is responsible under paragraphs 4, 5A and B. 6A, 7B and 12.  B. (1) BUYER HAS: 17 (or) Days After Acceptance, unless otherwise agreed in writing, to:  (1) complete all Buyer Investigations, approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property); and  (ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A, (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RRP). Seller has no obligation to agree to or respond to Buyer's requests.  (3) By the end of the time specified in 14B(1) (or 2l for loan contingency or 2J for appraisal contingency), Buyer shall, in writing, remove the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14A, then Buyer has 5 (or) Days after receipt of any such items, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing; (i) government-mandated inspections or reports required as a condition of closing; or (ii) Common interest Disclosures pursuant to paragraph 6B.  C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:  (1) Seller right to Cancel; Buyer Contingencies: Seller, after first giving Buyer and Notice to Buyer to Perform (as specified below), may cancel		١	Buyer is incorpora	ated into this Agr	eement.			•
this paragraph must be in writing (C.A.R. Form RRCR).  A. SELLER HAS: 7 (or	/	exte	ended, altered, mo	odified or chang	ed by mutual wr	itten agreement. An	SHTS: The following time v removal of contingencie	e periods may only be essor cancellation under
Seller is responsible under paragraphs 4, 5A and B, 6A, 7B and 12.  B. (1) BUYER HAS: 17 (or		this	s paragraph must	be in writing (C.	A.R. Form RRCI	₹).		•
(i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property); and (ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A. (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests. (3) By the end of the time specified in 14B(1) (or 2l for loan contingency or 2J for appraisal contingency). Buyer shall, in writing, remove the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14A, then Buyer has 5 (or			Seller is responsib	ile under paragra	phs 4, $5A$ and $B$ ,	6A, 7B and 12.		and intormation for which
from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property); and  (ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A.  (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.  (3) By the end of the time specified in 14B(1) (or 2l for loan contingency or 2J for appraisal contingency). Buyer shall, in writing, remove the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14A, then Buyer has 5 (or		В.	(1) BUYER HAS:	17 (or	) Days After Acce	eptance, unless other disclosures, reports ar	wise agreed in writing, to:	on which Buyer receives
(ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A.  (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.  (3) By the end of the time specified in 14B(1) (or 2l for loan contingency or 2J for appraisal contingency), Buyer shall, in writing, remove the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14A, then Buyer has 5 (or			from Seller; and	d approve all mat	ters affecting the	Property (including lea	ad-based paint and lead-ba	sed paint hazards as well
(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.  (3) By the end of the time specified in 14B(1) (or 2l for loan contingency or 2J for appraisal contingency), Buyer shall, in writing, remove the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14A, then Buyer has 5 (or) Days after receipt of any such items, or the time specified in 14B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing; (i) government-mandated inspections or reports required as a condition of closing; or (ii) Common Interest Disclosures pursuant to paragraph 6B.  C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:  (1) Seller right to Cancel; Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.  (2) Continuation of Contingency: Even after the expiration of the time specified in 14B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies. Seller may not cancel this Agreement pursuant to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Berform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for an			(ii) return to Se	ller Signed Copie	s of Statutory an	d Lead Disclosures de	elivered by Seller in accorda	ance with paragraph 5A.
(3) By the end of the time specified in 148(1) (or 2l for loan contingency or 2J for appraisal contingency). Buyer shall, in writing, remove the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 148(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; or (ii) Common Interest Disclosures pursuant to paragraph 6B.  C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:  (1) Seller right to Cancel; Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.  (2) Continuation of Contingency: Even after the expiration of the time specified in 148(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement bursuant to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B: (ii) if the funds deposited pursuant to 14C(1). Once Seller reasonative disapproves of the verification provided by 2H or 2L: (vi) if 8u ar fails to return Statutory and Lead Disclosures as required by paragraph 5A(2): or (vii) i			(2) Within the time	e specified in 14l	B(1), Buyer may	request that Seller m	hake repairs or take any ot	her action regarding the
remove the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 14A, then Buyer has 5 (or			(3) By the end of the	ne time specified	in 14B(1) (or 21 fc	or loan contingency or	2J for appraisal contingenc	y), Buyer shall, in writing,
any such items, or the time specified in 14B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; or (ii) Common Interest Disclosures pursuant to paragraph 6B.  C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:  (1) Seller right to Cancel; Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.  (2) Continuation of Contingency: Even after the expiration of the time specified in 14B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B: (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited: (iii) if Buyer fails to provide a letter as required by 2G: (iv) if Buyer fails to provine verification as required by 2H or 2L: (vi) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 5A(2): or (vii) if Buyer fails to provine verification as required to give Buyer. Notice to Perform regarding Close of Escrow.  (4) Notice To Buyer To Perform: The Notice to Buyer to Perform may not be given any			remove the ap	plicable continge:	ncy (C.A.R. Form	n RRCR) or cancel thi	s Agreement. However, if t	the following inspections.
Interest Disclosures pursuant to paragraph 6B.  C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:  (1) Seller right to Cancel; Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement. Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.  (2) Continuation of Contingency: Even after the expiration of the time specified in 14B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies. Seller may not cancel this Agreement pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies. Seller may not cancel this Agreement to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for, any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 14C(1). Good when deposited; (iii) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L; (vi) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L; (vi) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide a letter as required by 2G; (iv) if B			any such item:	s, or the time sp	ecified in 14B(1)	, whichever is later, to	o remove the applicable co	ontingency or cancel this
(1) Seller right to Cancel; Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.  (2) Continuation of Contingency: Even after the expiration of the time specified in 14B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B: (ii) if the funds deposited pursuant to 1A or 2B are not good when deposited: (iii) if Buyer fails to provide a letter as required by 2G: (iv) if Buyer fails to provide verification as required by 2H or 2L: (v) if Seller reasonably disapproves of the verification provided by 2H or 2L: (vi) if Bu er fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 16. Seller is not required to give Buyer. Notice to Perform regarding Close of Escrow.  (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; or to the expiration of the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days inchever occurs last) to take the applicable action. A Noti			Interest Disclos	sures pursuant to	paragraph 6B.			
below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement. Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.  (2) Continuation of Contingency: Even after the expiration of the time specified in 14B(1). Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 1A or 2B are not good when deposited: (iii) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L; (vi) if Seller reasonably disapproves of the verification provided by 2H or 2L; (vi) if Bu er fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails is sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 16. Seller is not required to give Buyer. Notice to Perform regarding Close of Escrow.  (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) signed by Seller; and (iii) give Buyer at least 24 (or		C.	(1) Seller right to	OF CONTINGEN Cancel: Buver	CY OR CONTRA	CTUAL OBLIGATIO Seller, after first givin	N; SELLER RIGHT TO CA	NCEL:
have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.  (2) Continuation of Contingency: Even after the expiration of the time specified in 14B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1). Once Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B: (ii) if the funds deposited pursuant to 1A or 2B are not good when deposited: (iii) if Buyer fails to provide a letter as required by 2G; (iv) if 3uyer fails to provide verification as required by 2H or 2L; (v) if Seller reasonably disapproves of the verification provided by 2H or 2L; (vi) if Bu ar fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 16. Seller is not required to give Buyer. Notice to Perform regarding Close of Escrow.  (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) signed by Seller: and (iii) give Buyer at least 24 (or) hours for until the time _pecified in the applicable paragrap: for to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet 4 for the ligation.  Buyer's Initials (			below), may c	ancel this Agree	ment in writing a	and authorize return	of Buyer's deposit if, by the	ne time specified in this
(2) Continuation of Contingency: Even after the expiration of the time specified in 14B(1). Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B: (ii) if the funds deposited pursuant to 1A or 2B are not good when deposited: (iii) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L: (v) if Seller reasonably disapproves of the verification provided by 2H or 2L: (vi) if Bu ar fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 16. Seller is not required to give Buyer. Notice to Perform regarding Close of Escrow.  (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) signed by Seller: and (iii) give Buyer at least 24 (or) hours for until the time specified in the applicable paragrap: inchever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days experienced by the separation of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an inchever for to the ligation.  Buyer's Initials (			have been rem	iyer does not rem loved, failure of e	iove in writing the either Buyer or Se	applicable contingen eller to close escrow c	cy or cancel this Agreement on time may be a breach of	. Once all contingencies this Agreement.
Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).  (3) Seller right to Cancel; Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 1A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L; (v) if Seller reasonably disapproves of the verification provided by 2H or 2L; (vi) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a septrate liquidated damage form for an increased deposit as required by paragraph 16. Seller is not required to give Buyer. Notice to Perform regarding Close of Escrow.  (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall; (i) be in writing; (ii) signed by Seller; and (iii) give Buyer at least 24 (or) hours for until the time specified in the applicable paragrap: not be given any earlier than 2 Days experienced by paragraph to remove a contingency or cancel this Agreement or meet at 14C(3).  Buyer's Initials (			(2) Continuation	of Contingency:	Even after the e	expiration of the time	specified in 14B(1), Buyer	retains the right to make
specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B: (ii) if the funds deposited pursuant to A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L; (v) if Seller reasonably disapproves of the verification provided by 2H or 2L; (vi) if Bu ar fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 16. Seller is not required to give Buyer. Notice to Perform regarding Close of Escrow.  (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) signed by Seller: and (iii) give Buyer at least 24 (or) hours for until the time specified in the applicable paragrap: inchever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet at [4](3).  Buyer's Initials (			Once Seller red	ceives Buyer's wri	tten removal of al	l contingencies, Seller	may not cancel this Agreem	ent pursuant to 14C(1).
(4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) signed by Seller: and (iii) give Buyer at least 24 (or) hours for until the time specified in the applicable paragrap; occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet 4 (40(3)).  Buyer's Initials (		<b>)</b>	specified below reasons: (i) if E good when de required by 2H Statutory and I damage form I	<ul> <li>w), may cancel the super fails to depposited: (iii) if Bu or 2L: (v) if Selle lead Disclosures for an increased</li> </ul>	his Agreement in osit funds as requiver fails to provious reasonably disalas required by podeposit as required by the podepos	writing and authoriz uired by 2A or 2B: (ii) de a letter as require pproves of the verifica aragraph 5A(2); or (vi	e return of Buyer's deposit ) if the funds deposited purs d by 2G; (iv) if Buyer fails ation provided by 2H or 2L; ( ii) if Buyer fails to sign or ini	for any of the following suant to DA or 2B are not to provide verification as (vi) if Bullet falls to return tial a separate liquidated
			(4) Notice To Buy Seller: and (iii) occurs last) to	er To Perform: give Buyer at lea take the applicabl	The Notice to Bur ast 24 (or le action, A Notice	_) hours for until the to begin a perform to the control of the co	ime apecified in the applicat may not be given any earliel cancel this Agreement or m	ole paragrap: Inichever than 2 <b>Day</b> s for to the
				÷4			,	( TIME LA)

	D.	TO THE TOTAL	CIES: If Buye	r removes, ir	. any contingency or canc	ellation rights
		unless otherwise specified in a constant written agree	ement betwee	n Buveranò אי. י	Buyer shall conclusively:	ha daama :
	,	have: (i) completed all Buyer Investigations, and revi	ew of reports	and other applicabl	e information and disclosu	res pertair ng
		to that contingency or cancellation right; (ii) elected to and expense for Repairs or corrections pertaining to	o proceed with	the transaction; ar	10 (III) assumed all liability.	responsit ty
	E.	EFFECT OF CANCELLATION ON DEPOSITS: If B	mai cominger uver or Seller	cy or cancellation	night, or for inability to obta	un financi
		exercised under the terms of this Agreement, Buyer a	and Seller agre	e to Sign mutual in	structions to cancel the sal	to rights lay
/		and release deposits, less lees and costs; to the party	entitled to the	funds. Fees and co	ists may be navable to sen	vice provi see
)		and vehicles for services and products provided di	urina escrow	Release of funds	will require mutual Sig	anad valassa
_/		instructions from Buyer and Seller, judicial decis	tion or arbitra	ation award ∆ na	rty may be subject to a	aivil nanathi
		or up to si,000 for refusal to sign such instri	ctions if no	good faith disput	e exists as to who is er	ntitled to the
4.5	P-18	deposited fulfus (Civil Code § 1057.3).				
15.	LIL	NAL VERIFICATION OF CONDITION: Buyer shall h	ave the right	to make a final in	aspection of the Property	within 5 (or
		Days Fliot to Close Of Escrow, NOT AS	A CONTINGE	NCY OF THE SAL	E but solely to confirm: (i)	the Droparty
	oth	maintained pursuant to paragraph 7A; (ii) Repairs hav her obligations under this Agreement.	e been comple	eted as agreed: an	id (iii) Seller has complied	with Seller's
16.	110	OUIDATED DAMAGES: If Buyer fails to some	مامله معمل	uale and To		
	ret	QUIDATED DAMAGES: If Buyer fails to comp	nete this pu	rchase because	of Buyer's default, §	Seller shall
	un	etain, as liquidated damages, the deposit actua	ny paid. If t	ne Property is a	dwelling with no mor	e than four
	DII	nits, one of which Buyer intends to occupy, t	nen me am	ount retained s	nall be no more than	3% of the
	ins	urchase price. Any excess shall be returned to structions from both Buyer and Seller, judicial	dagician -	ease of funds w	III require mutual, Sigr	ned release
	BU	IVER AND SELLER SHALL SIGN A SERABATE	decision or	arbitration awar	'a.	
	DE	UYER AND SELLER SHALL SIGN A SEPARATE EPOSIT. (C.A.R. FORM RID)	LIQUIDATE	D DAMAGES PI	ROVISION FOR ANY IN	CREASED
			Buyer's Initials	34.2		77
17.	DIS	SPUTE RESOLUTION:	suyer s minais		Seller's Initials	
		MEDIATION: Buyer and Seller agree to mediate any	v dispute or d	aim arising hetwe	en them out of this Agran	mont or now
		resulting transaction, before resorting to arbitration or	court action. I	Paragraphs 178(2)	and (3) helow apply wheth	or or not the
		Arbitration provision is initialed. Mediation fees, if any	y, shall be divid	ded equally among	the parties involved If for	r any dispute
		or claim to which this paragraph applies, any party coi	mmences an a	ction without first a	ttempting to resolve the m	atter through
		mediation, or refuses to mediate after a request has b	been made, the	en that party shall r	not be entitled to recover a	ttorney fees
		even if they would otherwise be available to that party	in any such ac	tion. THIS MEDIAT	ION PROVISION APPLIES	S WHÉTHER
	D	OR NOT THE ARBITRATION PROVISION IS INITIAL	ED.			
	В.	and a second of payer and c	seller agree	hat any dispute	or claim in Law or equ	uity arising
		between them out of this Agreement or any r	esulting tran	isaction, which	is not settled through	mediation,
_		shall be decided by neutral, binding arbitration.	n, including	and subject to	paragraphs 17B(2) and	l (3) below.
1		The arbitrator shall be a retired judge or just	stice, or an	attorney with at	least 5 years of resid	iential real
		estate Law experience, unless the parties m	nutually agre	e to a different	arbitrator, who shall	render an
		award in accordance with substantive California Code of Civil Processing	ornia Law. i	ne parties snai	I have the right to dis	scovery in
		accordance with California Code of Civil Proc	edure 9128	3.05. in all other	respects, the arbitration	on shall be
		conducted in accordance with Title 9 of Part	m or the Car	norma Code of	Civii Procedure, Judgi	ment upon
		the award of the arbitrator(s) may be entere agreement to arbitrate shall be governed by t	eu into any	court naving ju	ırısdiction. Interpretati	ion of this
		(2) EXCLUSIONS FROM MEDIATION AND ARBI	TDATION: Th	Arbitration Act.	rs are evaluded from	a attackt.
		arbitration: (i) a judicial or non-judicial foreclosure o	r other action	or proceeding to	enforce a dood of trust	ediation and
		installment land sale contract as defined in Californi	ia Civil Code	\$2985: (ii) an unla	wful detainer action: (iii)	the filing or
		enforcement of a mechanic's lien; and (iv) any matte	r that is within	the jurisdiction of	a probate, small claims or	r hankruntov
		court. The filing of a court action to enable the record	ling of a notice	of pending action.	, for order of attachment, r	receivershin
		injunction, or other provisional remedies, shall not con	stitute a waive	r of the mediation a	and arbitration provisions	• •
		(3) BROKERS: Buyer and Seller agree to mediate and	d arbitrate disp	utes or claims invo	lving either or both Brokers	s, consistent
*		with 17 A and B, provided either or both Brokers sh	hall have agre	ed to such medial	tion or arbitration prior to,	or within a
		reasonable time after, the dispute or claim is present mediation or arbitration shall not result in Brokers bein	ted to Brokers	. Any election by 6	either or both Brokers to p	participate in
		"NOTICE: BY INITIALING IN THE SPACE BEI	I OM VOLLA	DE ACDEEING	SIII. EO LIAVE ANV DICDUT	T A DIOINO
	•	OUT OF THE MATTERS INCLUDED IN THE	LOW TOOM	TON OF DISDU	TEC PROVIDEN PE	E ARISING
		OUT OF THE MATTERS INCLUDED IN THE	CALIFORNI	TON OF DISPU	TES PROVISION DE	CIDED BA
		NEUTRAL ARBITRATION AS PROVIDED BY	CALIFORNIA	LAW AND YOU	U ARE GIVING UP AN	YRIGHTS
		YOU MIGHT POSSESS TO HAVE THE DISPUT	ELHIGATEL	IN A COURT O	R JURY TRIAL. BY INIT	TALING IN
		THE SPACE BELOW YOU ARE GIVING UP	YOUR JUD	ICIAL RIGHTS	TO DISCOVERY AND	APPEAL,
		UNLESS THOSE RIGHTS ARE SPECIFICA	ILLY INCLU	DED IN THE	'ARBITRATION OF D	ISPUTES'
		PROVISION. IF YOU REFUSE TO SUBMIT TO	ARBITRATIC	N AFTER AGRE	EING TO THIS PROVIS	SION, YOU
,		MAY BE COMPELLED TO ARBITRATE UNDE	R THE AUT	HORITY OF TH	E CALIFORNIA CODE	OF CIVIL
		PROCEDURE. YOUR AGREEMENT TO THIS A	RBITRATIO	A PROVISION IS	VOLUNTARY."	
		"WE HAVE READ AND UNDERSTAND THE	FOREGOIN	G AND AGREE	TO SUBMIT DISPUTES	ARISING
enac.	(	OUT OF THE MATTERS INCLUDED IN THE	ARBITRAT	ION OF DISPUT	TES' PROVISION 3	NEUTRAL
	,	ARBITRATION."				
)		В	uyer's Initials	/	Seller's Initials	
_/				_	P 3	
				Buyer's Initial	51 - 10114	
				O with the time		and the same of th
	erat.			Seiler's Initials		

RPA-CA REVISED 10/02 (PAGE 5 OF 8)

Reviewed by Date

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1	i c	PRORATIONS OF PROPERTY To be PAID CURRENT and prorated interest, rents. HOA regular, special insurance assumed by Buyer, and other Special Assessment Displayer, WITHOUT COUNTY to the property of the propert	between E al. and em payments trict bonds	auyer and Selle nergency dues on bonds and and assessme	er as of Close Of Escr and assessments imp assessments assume ofs that are now a lier	row: real property	taxes and assess  ose Of Escrow, propayments on Mellons shall be assu	sme :s. emi ns o-F os
	1	Buyer WITHOUT CREDIT toward District bonds and assessments	the purch	ase price: pro	rated payments on M	1ello-Roos and o	ther Special Acco	cor sat
	E	Escrow, by Buyer: and (ii) for pe ESCROW SHALL BE HANDLED	rsnip. Any riods prior	supplemental to Close Of	tax bills shall be paic Escrow by Seller T	d as follows: (i) for a second to the second	or periods after C	lose Of
	0	og-day month.						
1	9. V	VITHHOLDING TAXES: Seller ar	id Buyer a	gree to execut	e any instrument, affi	davit. statement	or instruction reas	onably
	0. N E	MULTIPLE LISTING SERVICE ("I scrow, the terms of this transac	(FIRPTA) a VILS"): Bro tion to be	and California okers are autho	withholding Law, if re prized to report to the	equired (C.A.R. F MLS a pending	Forms AS and AB)	osa Of
	14	mormation on terms approved by	ne MLS.					
22	2. M	QUAL HOUSING OPPORTUNITY TTORNEY FEES: In any action, revalling Buyer or Seller shall be	proceeding	g, or arbitration	i between Buver and	Seller arising or	it of this Agreeme	nt the
	e	xcept as provided in paragraph 17	7A.		,	r nom and mon pr	ovaning Dayer of	Jeller.
23	3. S	ELECTION OF SERVICE PROVIDENCE PR	DERS: If B	rokers refer Bu	ver or Seller to nerson:	s vendors orser	vice or product are	widore
	(	rioviders), Brokers do not guara	intee the p	erformance of	any Providers. Buyer	and Seller may	select ANY Provide	ders of
	· · · · tr i	ieir own choosing.		The state of the s				
24	I. TI	IME OF ESSENCE; ENTIRE CON	ITRACT; C	HANGES: Tim	e is of the essence. A	II understandings	between the parti	es are
	11.1	corporated in this Agreement. Its	terms are	intended by the	e parties as a final, co	omplete and exclu	usive expression d	of their
	A	greement with respect to its su	bject matt	er, and may r	not be contradicted b	ov evidence of a	any prior agreem	ent or
	CC	ontemporaneous oral agreement.	If any pro	ovision of this	Agreement is held to	be ineffective of	or invalid, the rem	aining
	pr	ovisions will nevertheless be giv	en full for	ce and effect.	Neither this Agree	ment nor any r	provision in it m	ay be
0.5	ex	xtended, amended, modified, al	tered or cl	nanged, excep	nt in writing Signed b	by Buyer and Se	eller.	
25	. U	THER TERMS AND CONDITIONS	including a	attached suppler	ments:			
_	ZA.		M.H. POITI	Orm DAA nara				****
		TENANT TO	1 10.7.1.1	17 na		)	<i>f</i>	
_	<i></i>	· TENTO	LTC H	OI PRO	PERIY D	ETORE C	LOSE OF	
		ESCIDW,	······································		<b>v</b> ,			
26	וח	EFINITIONS: As used in this Agre	omont:		*			
	A.	"Acceptance" means the time	the offer	or final countar	offer in appented in v	witing by a name.	and in delice of	
		personally received by the othe	r nartv or tl	nat narty's auth	orized agent in accord	villing by a party	and is delivered to	o and
		counter offer.	party or ti	iat party 5 duti	onzed agent in accord	rance with the ter	ms of this offer of	a imai
	В.	"Agreement" means the term accepted counter offers and ad	s and cond	ditions of this a	accepted California Re	esidential Purcha	ase Agreement an	d any
	C.		cific form re	eferenced or ar	other comparable for	m agreed to by t	ha nartias	
	D.	"Close Of Escrow" means the	date the c	rant deed, or c	other evidence of trans	sfer of title, is rec	orded. If the sche	duled
		close of escrow falls on a Satur	day, Sund	ay or legal holi	day, then close of esc	crow shall be the	next business day	after
		the scheduled close of escrow	date.					
	E.	1 J	eans includ	ing photocopy,	NCR, facsimile and e	electronic.		
	F.	"Days" means calendar days,	unless othe	erwise required	by Law.			
	G.	. "Davs After" means the specifi	ed number	' ot calendar da	ve after the occurrence	on of the avant or	acified not counting	an tha

- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law. code. statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Notice to Buyer to Perform" means a document (C.A.R. Form NBP), which shall be in writing and Signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 14C(4)) to remove a contingency or perform as applicable.
- .. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or recontrol of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document. Copy or any counter and

4. Singular and Flural terms each include the other, when a	Thhiohie	ale.
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Date

Property Address:	1173 5	GEORGE		// /
		Seorge_		Date: 4-10-03
27. AGENCY:		<i>:</i>		en e
Estate Agency Rel	yer and Seller each a	acknowledge prior rec	eipt of C.A.R. Form AL	) "Disclosure Regarding F al
	ialiurishius.			
disclosure of the n	ossibility of multiple :	opresentation by the	Buyer and Seller each	h acknowledge receipt c. a
may be part of a	listing agreement his	ver-broker agreement	Broker representing the	nat principal. This disclosure nt (C.A.R. Form DA). Buyer
indication that b	VOVOL LEDIESELIULU DI	IVEL MAY AISO LANTAGA	int other petential hims	ara uda a manu a a a di i
one on or unimal	EN ACCUITE THE PROPER	IV Seller lindaretande	that Drokar roomanast	ing Seller may also represent
anial action with c	CHIPCHIA DIODENIES (	ILINETEST TO THIS RIVA	r	
C. CONFIRMATION:	The following agency	relationships are here	by confirmed for this t	ransaction:
Cibility Agent		10 6 All 18 11	/D	int Firm Name) is the agent
Selling Agent	The Seller exclusively;	or _ both the Buyer a	nd Seller.	
as Listing Agent) is	the agent of (check	one) the Buyor over	(Pri	int Firm Name) (if not same er exclusively; or _ both the
Dayer and Seller.	hear Estate Brokers a	are not parties to the A	Agreement between Bu	er exclusively; or both the
FOURT FOCHOM MASI	HUCHUNS TO ESCI	ROW HOLDER:		
<ul> <li>A. The following par.</li> </ul>	agraphs, or applical	ole portions thereof.	of this Agreement c	onstitute the joint escrow
moductions of Di	ayer and Seller to E	SCrow Holder, which	Escrow Holder is to	use along with any rolated
19 24 25R and C	addenda, and any add	litional mutual instructi	ions to close the escro	w: 1, 2, 4, 12, 13B, 14E, 18,
Copy of the separa	ite compensation agr	nd paragraph D of the	e section titled Heal Es	state Brokers on page 8. If a 32A, or paragraph D of the
section titled Real	Estate Brokers on pa	ae 8 is deposited wit	h Escrow Holder by F	SzA, or paragraph D of the Broker, Escrow Holder shall
accept such agree	ment(s) and pay out	trom Buver's or Sel	ler's funds or both :	as applicable the Broker's
compensation provi	ded for in such agree	ment(s). The terms ar	nd conditions of this Ac	reement not set forth in the
specified paragraph	is are additional matte	ers for the information	of Escrow Holder but	about which Escrow Holder
Holder and will eye	neu. Buyer and Selli cute such provisions	er will receive Escrow	Holder's general prov	visions directly from Escrow
inconsistent or conf	lict with this Agreeme	upon Escrow Holders nt the general provisi	request. To the exten	t the general provisions are he duties and obligations of
Laciow Holder only	y. Buyer and Seller v	vIII execute additional	instructions docume	ents and forms provided by
Laciow Holder that	are reasonably neces	isary to close the escr	OW.	•
B. A Copy of this Ag	reement shall be de	elivered to Escrow H	older within 3 busine	ess days after Acceptance
(01)		,	) Ruyar a	nd Sollar authoriza Engrave
for other purposes	of escrow. The valid	bignatures as defined i	in this Agreement as or	riginals, to open escrow and of Seller is not affected by
whether or when Es	scrow Holder Signs thi	s Agreement	as between buyer ar	id Seller is not affected by
<ul><li>C. Brokers are a party</li></ul>	to the escrow for th	e sole purpose of cor	mpensation pursuant t	to paragraphs 29, 32A and
paragraph of the	section titled Heat Es	tate Brokers on page	<ol><li>Buver and Seller irr</li></ol>	evocably assign to Brokers
compensation spec	ified in paragraphs 2	29 and 32A, respecti	velv. and irrevocably	instruct Escrow Holder to
agreement Compos	is to Brokers at Clos-	e Of Escrow or pursu	ant to any other muti	ually executed cancellation
Escrow Holder shall	immediately notify Br	an be amended of fe	evoked only with the v	written consent of Brokers. eposit is not made pursuant
to this Agreement, o	r is not good at time of	of deposit with Escrow	Holder: or (ii) if Ruver	r and Seller instruct Escrow
molder to cancel esc	crow.	•		
D. A Copy of any amer	idment that affects ar	ly paragraph of this A	greement for which Es	scrow Holder is responsible
shall be delivered to	Escrow Holder within	l 2 business davs afte	r mutual execution of t	the amendment
29. BROKER COMPENSAT to Broker as specified in	ION FROM BUYER:	rapplicable, upon Clo	se Of Escrow, <b>Buyer</b> a	agrees to pay compensation
30. TERMS AND CONDITION	ONS OF OFFER:	heement between buy	yer and Broker.	
		he above terms and o	conditions. All paragra	phs with spaces for initials
by Buyer and Seller are	incorporated in this A	greement only if initial	led by all parties. If at I	least one but not all parties
initial, a counter offer is	required until agreer	nent is reached. Sell	er has the right to cor	ntinue to offer the Property
for sale and to accept	any other offer at a	any time prior to not	tification of Acceptan	ce. Buyer has read and
offer is accepted and	Buyer subsequent	and agrees to the ab	ove confirmation of a	gency relationships. If this
compensation This Accepted and	reement and any or	y uciaulis, Buyer n Innlement addandur	nay be responsible	for payment of Brokers' sluding any Copy, may be
Signed in two or more of	ounterparts, all of wh	ich shall constitute or	ne and the same writing	ndung any 63by, may be na.
			Samo Witti	· 1 /~ /
			Buyer's Initials (	1 / lb
		112	Seller's Initials +	
RPA-CA REVISED 10/02 (PAG	E 7.0F 8)	. : 117	Reviewed by	Date 'AL 'ISING

<ul> <li>Property</li> </ul>	/ Address:	1173	<u> </u>	GEORG:	=	Sand	Date:	4-10-	-0
31. EXP	IRATION OF OFF	ER: This offer J.	ممط الله	mad		all to the state of the	_		
and	a Copy of the Si	gned offer is po	ersonally re	ned revoked and treceived by Buyer, nird calendar day	or by	an be returned ur	Ness the of GAJZOT4	ter is Signed by ンク	Se
autno	orized to receive	it by 5:00 PM	I on the th	nird calendar day	after this of	ffer is signed b	y Buyer (d	or, if checked,	L :
				Date _				AN	MP /
	1				Madr	1-17	<u> </u>		
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)	- Juice	3 Lucie		\	MATAIN	IN A INV			
(Print nar	ne)	ر	<i>y</i>	(Print	name)	1 FI CUA			
(Address			ATTION 100 TO 10						
A. U	KER COMPENSA pon Close Of Esc eller and Broker.	TION FROM SE row, Seller agre	ELLER: ees to pay	compensation to E	roker as spe	ecified in a separ	ate written	agreement be	twee
B. If 33. ACCE Seller of age Signe	escrow does not of EPTANCE OF OF accepts the above ency relationships d Copy to Ruyer	close, compensa FER: Seller warr e offer, agrees to . Seller has read	ation is pay rants that S o sell the Pr I and ackno	able as specified ir eller is the owner o operty on the abov wledges receipt of	that separal f the Property e terms and c a Copy of thi	te written agreem y, or has the auth conditions, and a is Agreement, an	nent. ority to exe grees to the d authorize	ecute this Agree e above confirm es Broker to del	meni natioi iver :
: (If C	thecked) <b>SUBJEC</b>	T TO ATTACHE	D COUNT	ER OFFER, DATED	)				
Date				Date					
SELLER				SELLE	<b>3</b>				
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				(F13116-1	ame)				****
(Address)		NOT ACCEPT.	ANOE 40						~
(/	agent on (date)	M OF ACCEPIA	ANCE: A Co	ppy of Signed Accep	tance was pe	ersonally received	by Buyer o	or Buyer's autho	rized
(Initials)	a Copy of Si	gned Acceptan	ce is pers	at conally received I	y Buyer or	Buyer's author	g Agreeme orized age	ent is created v	vher
				on of this confirm lence the date tha					ding
**************************************			aca to evid	ence the date tha	Comman	on of Acceptant	e nas occ	curred.	
REAL EST	TATE BROKERS:								
Agend	cy relationships	re not parties to are confirmed :	o the Agree as stated in	ement between Bi	iyer and Sel	ller.			
/ If spec	cified in paragraph	n 2A, Agent who	submitted	the offer for Buyer	acknowledge	es receipt of depo	osit.		
COUF کی Broke	r agrees to accen	LER COMPENS	ATION: List Broker's pr	ting Broker agrees oceeds in escrow:	to pay Coop	erating Broker (S	elling Firm	n) and Coopera	iting
DIONE	i is a Panticipant (	oi me ivica in wr	nich the Pro	inerty is offered for	sala or a rac	cincocal MI Star	/ii\ /if ob	analend the	iting
Specia	icu iii a sebalale	would added the	HULLUA B	roun Cach neuwer	n Listing Bro	oker and Cooper	ating Broke	er.	Juni
By	e Broker (Selling	-irm)				D-4-			
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				, and agrees to act	as Escrow Hol	lder subject to para	agraph 28 of	f this Agreement	anv
supplementa	al escrow instruction	s and the terms of	Escrow Holo	ler's general provision	is.	in the part to part	19.mp// 20 01	and rigidement,	arry
Cannon 11 of		,							
ESCIOW HOIC	der is advised that tr	e date of Confirma	ation of Acce	ptance of the Agreem	ent as betwee	n Buyer and Seller	is		
Escrow Hold	der				E.	scrow #			
Ву					D	ate			
Address									
Phone/Fax/E	E-mail								
Escrow Hold	ier is licensed by the	California Departr	ment of $\overline{}$ Co	orporations,Insura	nce. $\square$ Real E	state.License#			
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RIVERSIDE, CALIFORNIA 92502

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## ADDITIONAL TERMS TO ALL SALES/BUYERS

Buyer(s) acknowledges and agrees that:

1. All sales shall be subject to notice requirements of the U.S. Bankruptcy Code and approval of the U.S. Bankruptcy Court and is subject to overbid by other interested prospective buyers.

2. The United States Bankruptcy Court Central District of California, retains full jurisdiction over all matters now pending or that may arise at any time in the future concerning

any and all aspects of this transaction.

3. If the Trustee is unable to complete escrow/sale because of unknown defects in the title, or because the liens and encumbrances exceed the amounts known to the Trustee, or by being divested of title by the Bankruptcy Court, or because the income tax consequences of the sale are excessive, or for any sale, trustee/seller in his absolute discretion may cancel any escrow or rescind and contract to sell, in such case buyer's sole damages will be limited to the refund of his/her deposit less escrow charges and bond charges of the Trustee.

4. If the Trustee is unable to complete escrow/sale because of unknown defects in the title, or because the liens and encumbrances exceed the amounts known to the Trustee, or by being divested of title by the Bankruptcy Court, or because the income tax consequences of the sale are excessive, or for any sale, trustee/seller in his absolute discretion may cancel any escrow or rescind and contract to sell, in such case buyer's sole damages will be limited to the refund of

his/her deposit less escrow charges and bond charges of the Trustee.

5. Seller to approve in writing all **DISBURSEMENTS**. Escrow is not authorized to disburse any funds to anyone without the prior written approval of the undersigned Trustee.

6. Seller is a fiduciary trustee in bankruptcy, acting in the course of administration of the bankruptcy trust estate of RS 02-14662 MG now pending in the United States Bankruptcy Court Central District of California, Riverside Division, 3420 Twelfth Street, Riverside, California, before the Honorable Mitchel R. Goldberg, U.S. Bankruptcy Judge, and is selling said property pursuant to the provisions of the Bankruptcy Code and the Bankruptcy Court Orders issued thereunder; that Seller has never seen the property, is selling the property in an "as is" condition, and Seller makes no warranties or representations whatsoever pursuant to California Civil Code §1102-1102.13, or any other provision of California law or otherwise, except as expressly set forth pursuant to terms of the sales agreement and escrow agreement; that this sale is under the auspices and full jurisdiction of the United States Federal Court system including, but not limited to, the United States Bankruptcy Court.

7. Signature by the Trustee is solely in said Trustee's fiduciary capacity in the within case; no personal liability for costs, fees, etc. on Trustee's part is intended; any liability is strictly

the liability of the bankrupt estate.

DATED:

Robert S. Whitmore, Chapter 7 Trustee

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